

Contract No. 18-096-000
Wood Environment & Infrastructure Solutions, Inc.
Assignment No. 3
Project No. 20-002-5094

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
TFC CONTRACT NO. 18-096-000
ASSIGNMENT NO 8**

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO 8 (hereinafter referred to as "Assignment No 8" or "Assignment") is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC") and Wood Environment & Infrastructure Solutions, Inc. located at 3755 South Capital of Texas Highway, Suite 375, Austin, Texas 78704 (hereinafter referred to as "PSP") (TFC and PSP are hereinafter referred to individually as a "Party" or collectively as "Parties"), to be subject to the terms and conditions that follow.

1.0. DESCRIPTION OF PROJECT: The project for which PSP agrees to provide Professional Services is generally described as developing a pre-renovation asbestos-containing materials survey for Floors 1, 2, 3, 6 and 11 of the Lyndon B. Johnson State Office Building located at 111 East 17th Street, Austin, Texas (hereinafter referred to as the "Project"), as further depicted in **Exhibit A**, PSP's IDIQ Assignment No 8 Proposal No. 670620AU15.01 dated October 15, 2020, attached hereto and incorporated herein for all purposes and consisting of four (4) pages.

2.0. DURATION OF ASSIGNMENT: The scope of services of this Assignment No 8 shall be completed no later than August 31, 2021, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No 8.

3.0. SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No 8.

4.0. SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No 8 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

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5.0. **FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No 8 shall not exceed the sum of Fifteen Thousand Four Hundred Thirty-Eight and No/100 Dollars (\$15,438.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

6.0. **IDENTIFICATION OF PSP PROJECT MANAGER AND ALL**

SUBCONTRACTOR: (a) For this Assignment No 8, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as **Exhibit B**.

(b) TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

(c) The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.0 **ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

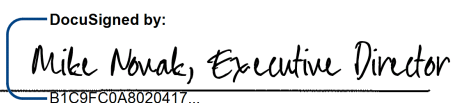
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This Assignment shall be effective as of the date of the last Party to sign.


TEXAS FACILITIES COMMISSION

**WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS, INC.**

By:  B1C9FC0A8020417...

Mike Novak

Executive Director

By:  33F28781C7434BA...

Trina Mullen

Associate Industrial Hygienist

Date of execution: 11/18/2020 | 6:11 AM CST

Date of execution: 11/16/2020 | 8:32 PM CST

PM 

DGC 

Dir 

DED 

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EXHIBIT A

TFC IDIQ Contract No. 18-096-000
Wood Environment & Infrastructure Solutions, Inc.
Assignment No. 3 – Exhibit A



Wood Environment & Infrastructure Solutions, Inc.
3755 S. Capital of Texas Hwy, Ste 375
Austin, Texas 78704
T: 512-795-0360
www.woodplc.com

October 15, 2020

Mr. Jay Franklin, PMP, CTCM
Project Manager
Facilities Design & Construction
Texas Facilities Commission

Subject: **Proposal for Pre-Renovation Asbestos-Containing Materials Survey
LBJ Building Floors 1, 2, 3, 6 and 11
111 East 17th Street, Austin, Texas 78701
Wood E&I Solutions Proposal No. 670620AU15.01**

Dear Mr. Franklin:

Wood Environment & Infrastructure Solutions, Inc. (Wood) appreciates the opportunity to present our proposal to the Texas Facilities Commission (TFC) to provide asbestos survey services prior to upcoming renovations at the Lyndon B. Johnson (LBJ) Building, Floors 1, 2, 3, 6 and 11.

This proposal presents our approach to providing asbestos survey services, using our multi-disciplinary capabilities and knowledge of asbestos-containing materials (ACM) inspections. The following sections present our Scope of Work, Schedule, and Fee Estimate. The scope of services will be performed in accordance with the terms and conditions outlined in the professional services agreement, TFC Contract 18-096-000, between the Texas Facilities Commission and Wood Environment & Infrastructure Solutions, Inc.

Scope of Work

As requested by TFC, the scope of work for this project will include a pre-renovation survey of building materials to include identification and quantification of ACMs located on Floors 1, 2, 3, 6 and 11 of the LBJ Building. The scope of work also includes project management, administration, updating the Health & Safety Plan (HASP) and Activity Hazard Analysis (AHA) documents, and reporting.

According to the Texas Administrative Code, ACMs are materials or products including any single material component of a structure or any layer of a material sample that contain more than 1.0 percent of any kind or combination of asbestos. In order to refute the presence of asbestos within an interior and well-defined homogenous area, three samples must be collected, analyzed, and found to be non-asbestos containing material. The intent of the asbestos survey is to provide survey data that can be relied upon for renovation purposes in accordance with Environmental Protection Agency (EPA) and the Texas Department of State Health Services (DSHS) Texas Asbestos Health Protection Rules (TAHPR). The subject site must be inspected in accordance with the federal and state regulations prior to renovation projects impacting the site.

Wood proposes to collect up to two-hundred and eighty-five (285) samples from the five referenced floors of the subject building for analysis of asbestos fibers. Materials that we expect to sample as part of this survey include, but are not limited to, floor coverings and associated mastics, pipe and duct mastics



TFC IDIQ Contract No. 18-096-000
Wood Environment & Infrastructure Solutions, Inc.
Assignment No. 3 – Exhibit A

Proposal for Asbestos-Containing Materials Survey
LBJ Building, Floors 1, 2, 3, 6 and 11

Wood Proposal No.: 670620AU15.01
October 15, 2020

and insulation, wall construction materials, suspended and adhered ceiling tile, and other suspect building materials as determined during the onsite inspection.

The bulk asbestos samples will be submitted to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory and analyzed using Polarized Light Microscopy (PLM) coupled with dispersion staining as outlined in the EPA's "Method for the Determination of Asbestos in Bulk Building Materials (EPA-600/R-93, July, 1993). The bulk samples will be analyzed with a normal three to five-day turnaround time.

Close-out documentation submitted to TFC will include a written report detailing the scope of work, materials sampled, conditions observed, procedures used, identification of certified survey personnel, photographs of identified ACMs, sample location diagrams, and documentation of identified asbestos-containing materials.

Schedule and Fee Information

Wood will proceed with the asbestos survey within one week of authorization from TFC. We estimate field activities to be completed within five (5) days utilizing one Texas Licensed Asbestos Inspector and one Texas Licensed Asbestos Consultant. We estimate laboratory analysis of samples to be completed within five business days. We will verbally report our findings upon receipt of laboratory results. The final written report detailing samples collected and laboratory analysis results will be issued within two weeks of receipt of laboratory reports.

As described above, Wood will perform the proposed asbestos survey services for a lump sum not to exceed price of **\$15,438.00**. A breakdown of estimated costs for survey services is also provided in the attached spread sheet entitled: Estimated Fees - Asbestos Survey Consulting Services, LBJ Building, Floors 1, 2, 3, 6 and 11.

If more than 285 bulk asbestos samples are required, the additional asbestos samples will be billed at a rate of \$10 per additional sample. This proposal does not include asbestos abatement consulting services. Wood will provide a separate proposal for asbestos abatement design and onsite asbestos project management and air monitoring, upon request by the TFC once the asbestos survey is completed and an abatement scope of work is defined.

If additional conditions or unexpected issues require additions to the scope of work, Wood will inform TFC and submit a supplemental proposal. Wood will not perform additional services without prior written authorization from TFC.

TFC IDIQ Contract No. 18-096-000
Wood Environment & Infrastructure Solutions, Inc.
Assignment No. 3 – Exhibit A

Proposal for Asbestos-Containing Materials Survey
LBJ Building, Floors 1, 2, 3, 6 and 11

Wood Proposal No.: 670620AU15.01
October 15, 2020

Wood looks forward to working with you on this project. Please contact us should you have any questions concerning these services or require adjustments to our approach or schedule.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Trina Mullen
Associate Industrial Hygienist
Licensed Asbestos Consultant No. 10-5687



Kimberly High
Texas Office Manager

Attachment: Estimated Fees - Asbestos Survey Consulting Services, LBJ Building, Floors 1, 2, 3, 6 and 11

TFC IDIQ Contract No. 18-096-000
Wood Environment & Infrastructure Solutions, Inc.
Assignment No. 3 – Exhibit A

Estimated Fees - Asbestos Survey Consulting Services
 LBJ Building Floors 1, 2, 3, 6 and 11

Task Number	PROPOSED COST ESTIMATE (NOT TO EXCEED)				
	TASK/ITEM	QUANTITY	RATE		AMOUNT
	DESCRIPTION		UNIT COST	UNITS	
1	Project Management/Admin/Health and Safety				
	Project Manager	8	\$ 120.00	hr	\$960.00
	Admin II (Accounting, Office Support)	4	\$ 65.00	hr	\$260.00
	Licensed Asbestos Inspector (update HASP)	4	\$ 85.00	hr	\$340.00
	Subtotal Task 1				\$1,560.00
2	Laboratory Analysis				
	Laboratory Fees (PLM) - Standard Lab TAT	285	\$ 10.00	each	\$2,850.00
	Subtotal Task 2				\$2,850.00
3	Asbestos Survey				
	Licensed Asbestos Inspector	40	\$ 85.00	hr	\$3,400.00
	Licensed Asbestos Consultant	40	\$ 95.00	hr	\$3,800.00
	Subtotal Task 3				\$7,200.00
4	Final Report				
	Senior Industrial Hygienist (CIH)	4	\$ 132.00	hr	\$528.00
	Licensed Asbestos Inspector	30	\$ 85.00	hr	\$2,550.00
	CAD Operator	10	\$ 75.00	hr	\$750.00
	Subtotal Task 4				\$3,828.00
	TOTAL				\$15,438.00

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EXHIBIT B

TFC IDIQ Contract No. 18-096-000
Assignment No. 3 – Exhibit B
PSP List of Project Manager and Subcontractors

(Name, Address & Contact Person (Project Manager))

A. Project Manager:		Name: Trina Mullen Company Name: Wood Environment & Infrastructure Solutions, Inc. Address: 3755 S. Capital of Texas Highway, Suite. 375, Austin, Texas 78704 Phone No.: (512) 795-0360; (512) 671-0263 cell Email: trina.mullen@woodplc.com
B. Subcontractors:		Asbestos Laboratory
	1.	Name: Steve Griffin Company Name: Omni Environmental Address: 2851 Joe DiMaggio Blvd, Suite 10, Round Rock, Texas 78665 Phone No.: (512) 258-9114 Email: steve@omnienv.com
	2.	Name: Company Name: Address: Phone No.: Email:
	3.	Name: Company Name: Address: Phone No.: Email: